



PREVAILED

Roll Call No. \_\_\_\_\_

FAILED

Ayes \_\_\_\_\_

WITHDRAWN

Noes \_\_\_\_\_

RULED OUT OF ORDER

## HOUSE MOTION \_\_\_\_\_

MR. SPEAKER:

I move that House Bill 1340 be amended to read as follows:

- 1 Delete pages 1 through 4.
- 2 Page 5, delete lines 1 through 17.
- 3 Page 6, line 25, delete "that:" and insert "**that enters into, or offers**
- 4 **to enter into, a CPAP transaction with a consumer claimant in**
- 5 **connection with a civil proceeding.**".
- 6 Page 6, delete lines 26 through 30.
- 7 Page 7, delete lines 39 through 42.
- 8 Page 8, delete line 1.
- 9 Page 8, line 2, delete "11." and insert "**9.**".
- 10 Page 8, delete lines 31 through 37.
- 11 Page 8, line 38, delete "Registration of CPAP Providers With the"
- 12 and insert "**Prohibition and Remedies**".
- 13 Page 8, delete line 39.
- 14 Page 8, line 40, delete "2(g)" and insert "**2**".
- 15 Page 8, line 41, delete "may not enter into, or offer to enter into" and
- 16 insert "**shall not do any of the following:**
- 17 **(1) Enter into, or offer to enter into, a CPAP transaction with**
- 18 **a consumer claimant, or otherwise engage in business as a**
- 19 **CPAP provider.**
- 20 **(2) Directly or indirectly solicit, process, negotiate, or enter**
- 21 **into a CPAP transaction with a consumer claimant on behalf**

1 of another person.

2 (3) Offer to solicit, process, negotiate, or enter into a CPAP  
3 transaction with a consumer claimant on behalf of another  
4 person.

5 (4) Advertise, market, or solicit, through any means or  
6 method, CPAP transactions or products in Indiana.

7 **Sec. 2. Notwithstanding section 1 of this chapter, a person that**  
8 **before May 13, 2015, has entered into a CPAP transaction that is:**

9 (1) made with a consumer claimant in connection with a civil  
10 proceeding; and

11 (2) outstanding on July 1, 2015;

12 may engage in business as a CPAP provider in Indiana until the  
13 resolution of the civil proceeding on which the CPAP transaction  
14 is based or until the CPAP transaction otherwise terminates under  
15 the terms of the CPAP contract. A CPAP contract entered into by  
16 a person and a consumer claimant in connection with a CPAP  
17 transaction described in this section remains in effect according to  
18 its terms, notwithstanding section 1 of this chapter.

19 **Sec. 3. A CPAP contract or CPAP transaction entered into by**  
20 **a CPAP provider and a consumer claimant after June 30, 2015, is**  
21 **void and the consumer claimant is not required to pay to the CPAP**  
22 **provider any amounts in connection with the CPAP contract or**  
23 **CPAP transaction, including the funded amount, the contract**  
24 **amount, or any charges. If the consumer claimant has paid to the**  
25 **CPAP provider any amounts in connection with the CPAP contract**  
26 **or CPAP transaction, the consumer claimant is entitled to recover**  
27 **the amounts from the CPAP provider."**

28 Page 8, delete line 42.

29 Delete pages 9 through 25.

30 Page 26, delete lines 1 through 4.

31 Renumber all SECTIONS consecutively.

(Reference is to HB 1340 as printed January 30, 2015.)

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Representative Washburne